1879
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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 499.

FRANK F. CASE, RECEIVER OF THE CRESCENT CITY NATIONAL BANK, PLAINTIFF IN ERROR,

vs.

THE CITIZENS' BANK OF LOUISIANA.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

FILED OCTOBER 1, 1878.

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1 *Petition.—Filed February 24th*, 1876.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CITIZENS' BANK OF LOUISIANA
versus
FRANK F. CASE, RECEIVER OF THE CRESCENT CITY NATIONAL BANK. } No. 7765.

To the honorable the judge of the circuit court of the United States for the 5th circuit and district of Louisiana:

The Citizens' Bank of Louisiana, a corporation created by the statute of said State, and located in the city of New Orleans, and State aforesaid, humbly sheweth—

That the Crescent City National Bank, established in New Orleans, of which the receiver is Frank F. Case, who resides in New Orleans aforesaid, is justly and truly indebted unto your petitioner in the full sum of ($8,800) eight thousand eight hundred dollars, with in-
2 terest at the rate of five per cent. per annum from the 1st day of March, 1873, until final payment, for this, viz:

That the Crescent City National Bank was organized according to law and transacted business up to the 14th day of March, 1873.

That on or about the said 14th day of March, 1873, the said bank failed, and its operations were then suspended under the order of the Comptroller of the Currency.

That your petitioners are the bona fide holders of a note of M. A. de Lizardi and Co., merchants formerly doing business in the city of New Orleans, for ($20,000) twenty thousand dollars, dated New Orleans, January 21st, 1873, payable (30) thirty days after date to the order of the Citizens' Bank of La., for value received.

That the payment of the said note was secured by pledge hereto annexed and made part hereof, of fifty shares of stock of the State National Bank, and by two hundred and twenty (220) shares of stock of the Crescent City National Bank, represented by five certificates Nos. 22, 24, 31, 32, & 33, and purporting to describe the number of
3 shares of stock and the name thereof, as follows, viz: 1st. No. 22, for fifty shares of the Crescent City National Bank. 2. No. 24, for twenty shares of the Crescent City National Bank. 3d. Nos. 31, 32, & 33, series B, of the Crescent City Bank for (50) fifty shares each certificate.

That the first two certificates, numbered 22 & 24, are described as being stock of the Crescent City National Bank, whilst the certificates numbered 31, 32, & 33 are described as being simply stock of the Crescent City Bank.

That notwithstanding such difference in the name of the bank, the (150) one hundred and fifty shares mentioned in certificates 31, 32, & 33 are really shares of the Crescent City National Bank, and worth one hundred dollars per share as the others of certificates 22 & 24, for the following reasons:

That the 150 shares mentioned in the three certificates Nos. 31, 32, & 33 belonged to series B, as appears on the face of said certificates, and did not belong to the first class of certificates for stock, which, after

being reduced to $20 per share, were converted into shares of $100
4 each by taking five shares for one.

That the certificates of series B were issued to the stockholders as evidence of their stock before the new certificates were issued in the name of the Crescent City National Bank, but were genuine certificates for the intrinsic value of $100 per share, duly paid, as will appear from the books and action of the board of directors in the matter, and were always ready to be exchanged at par certificates of the Crescent City Bank, series B, for certificates of the National Bank.

That the certificates in the name of the Crescent City National Bank are still in possession of the bank or its receiver, and your petitioners, as holders of certificates 31, 32, & 33 of series B, are entitled to the exchange thereof at par, or to a credit on said certificates of forty dollars ($40) per share, for the reasons hereinafter stated, they being at the time of the pledge and since intrinsically worth 100 a share, and pledged as such.

That if the sale of said stock had been permitted instead of being prevented, as hereinafter explained, it would have been sold
5 as stock of $100 for each of the 150 shares of series B, pledged to the said Citizens' Bank.

That said note of A. M. de Lizardi and Co. for $20,000.00 was not paid at maturity.

That on the 1st of March, 1873, your petitioners, in the exercise of their legal right under the pledge, offered in the market all the stock pledged as aforesaid.

That the 50 shares of the State National Bank were sold for ($5,130) five thousand one hundred and thirty dollars, which sum, deducted from the note of $20,000, above mentioned, reduced the same to ($14,870) fourteen thousand eight hundred and seventy dollars.

That your petitioners also found purchaser for stock of the Crescent City National Bank at the rate of ($40.00) forty dollars per share, which was the market price at the time said purchaser was found; and the sale of said shares, continued by the transfer thereof, was permitted until the 14th of March, 1873, making ten days during which the bank was opened, transacting similar business without objection or
6 hindrance from any person or authority, as will appear from the stock-book showing such transfers up to the 14th of March, 1873.

That the value of said 220 shares was then ($8,800) eight thousand eight hundred dollars.

That your petitioners applied to the said Crescent City National Bank of New Orleans, which was still in operation and transacting business at that time, to obtain permission to transfer the stock pledged to them as aforesaid, on the books of said bank, to the purchasers of said stock, but was peremptorily refused by the bank, on the ground that the drawers of the note of $20,000, A. M. de Lizardi & Co., were indebted to the Crescent City National Bank of New Orleans, and that their stock (though pledged as aforesaid) could not be transferred before payment of the indebtedness of said M. A. de Lizardi & Co. to the Crescent City National Bank of New Orleans.

And your petitioners further allege that by such refusal they were prevented from disposing of the stock pledged as aforesaid to the
7 said Citizens' Bank, and therefore withdrew them from the market; and that before they had time to take the legal steps and proceedings necessary to oblige said Crescent City National Bank to permit the transfer demanded as above stated, the stock of the Crescent City National Bank of New Orleans fell in value and became

worthless; the said corporation, through its board of directors, causing to your petitioners a loss of $8,800, by reason of said unlawful refusal to permit the transfer of stock applied for as aforesaid.

That the said corporation, the Crescent City National Bank of New Orleans, has, by the said unwarranted refusal, made itself *re*liable and responsible towards your petitioners in the sum of eight thousand and eight hundred dollars ($8,800) and interest as aforesaid, being amount of which they were deprived by the fault of said corporation, through its duly authorized agents and managers, and your petitioners have become the just and lawful creditors of the said Crescent City National Bank of New Orleans for said sum of eight thousand eight hundred dollars ($8,800), and as such entitled to participate in the divi-
8 dends already distributed and to be distributed to the stockholders of said corporation.

And your petitioners therefore pray that the said Crescent City National Bank, through said Frank F. Case, receiver as aforesaid, be cited to appear and answer this petition, and that he be ordered after due proceedings had to recognize your petitioners as creditors of the said Crescent City National Bank of New Orleans for the sum of ($8,800) eight thousand eight hundred dollars, with interest as aforesaid, and to place the Citizens' Bank of Louisiana on the next tableau of distribution to be presented by him as receiver aforesaid for the share of the said Citizens' Bank of Louisiana: 1st. In the amount already divided among the creditors, and, 2d, in all future dividends to be distributed.

And may it please your honors to grant your petitioners such other and further relief as to your honors shall seem meet and just, and the nature of the *of the* case may require, and your petitioners will ever pray, &c.

(Signed) ARMAND PITOT &
M. M. COHEN,
Att'ys for Pl'ff's.

8½ Pledge referred to and made part of foregoing petition:

CITY OF NEW ORLEANS,
21st day of Jan'y, 1873.

Whereas the Citizens' Bank of Louisiana has discounted a certain promissory note, for the sum of twenty thousand dollars, made by M. A. de Lizardi & Co. to the order of Citizens' B'k, dated on the 21st day of January, 1873, payable 30 d's after date thereof.

Now, in order to insure the full and punctual payment of said promissory note at maturity, the undersigned, M. A. de Lizardi and M. A. de Lizardi & Co., do hereby pledge to said Citizens' Bank of Louisiana the property following, to wit:

50 shares State Nat'l B'k s'k.
170 do. Crescent City B'k s'k.
50 do. do. do. " do.

As per certificates

No. 586, 50 shares State Nat. B'k s'k, in the name of M. A. de Lizardi.
" 31, 50 " Crescent City B'k s'k, " " " do.
" 32, 50 " do. do. do. do. " " " do.
" 33, 50 " do. do. do. do. do. " " " do.
" 22, 50 " do. do. do. do. do. " " " M. A. de Lizardi & Co.
" 24, 20 " do. do. do. do. do. " " " do.

And it is agreed that in the event of the non-payment of said note at its maturity the president and cashier of said bank are hereby
8¾ authorized, jointly or separately, as agents of the undersigned and of the bank, to cause said pledged property to be disposed of for cash, at public or private sale, at the option of said bank, and to this end to sign on the books of the corporations or companies whose shares are hereby hypothecated as above any and all transfers of said stock that may be necessary in the premises, in accordance with the rules and regulations of said corporate bodies or companies, and the proceeds of said sale shall be appropriated to the payment of the aforesaid note, with interest accrued thereon, if any, and all commissions, costs, and charges attending said sale.

(Signed) M. A. DE LIZARDI & CO.
" M. A. DE LIZARDI.
P'pro E. P. POUPARD.

Attest:
(Signed) L. A. LIVANDAIS.

The undersigned, cashier of the Citizens' Bank of Louisiana, hereby accepts said pledge in behalf of said bank, and acknowledges to have received the said property pledged, which has been delivered to him by the pledgor.

(Signed) J. L. DELERY,
Cashier.

A true copy from the pledge-book of the Citizens' Bank of La., No. 38, folio 124.

(Signed) J. L. DELERY,
Cashier.

9 *Exception.—Filed March 15th*, 1876.

U. S. circuit court, dist. of La.

CITIZENS' BANK OF LOUISIANA
vs.
CRESCENT CITY NATIONAL BANK OF NEW Orleans. } No. 7765.

And now comes the defendant, by Rouse & Grant, its attorneys, and peremptorily excepts to said plaintiff's petition and demand.

1st. Because the said supposed cause of action in said petition mentioned did not accrue to said plaintiff within one year next before the commencement of this suit, as by said petition it doth appear.

2d. Because said petition does not disclose any cause of action against this defendant.

Wherefore defendant prays that plaintiff's demand be dismissed at its costs.

(Signed) ROUSE & GRANT,
Att'ys for Def't.

Submission of exception.—Extract from minutes, November term, 1875.

NEW ORLEANS, *Wednesday, April 5th*, 1876.

Court met pursuant to adjournment. Present, Hon. W. B. Woods, circuit judge.

10 CITIZENS' BANK OF LA. *vs.* F. F. CASE, REC'R, &C. } No. 7765.

The exception in this case was called—A. Pitot and M. M. Cohen for pl'ff; Rouse & Grant for exceptor—and, after hearing counsel, the court took time to advise.

Order exception overruled.—Extract from minutes of May 24th, 1877.

CITIZENS' BANK OF LA. *vs.* FRANK F. CASE, REC'R. } No. 7765.

In due consideration of the exception heretofore submitted, the court is of opinion that said exception is not well taken. It is, therefore, ordered that the same be overruled.

Default.—Extract from the minutes of June 23d, 1877.

CITIZENS' BANK OF LA. *vs.* FRANK F. CASE, REC'R, &C. } No. 7765.

On motion of M. M. Cohen, esq., attorney for plaintiff, and on
11 showing to the court that the defendant has failed, altho' duly cited, ordered that judgment by default be entered against him.

Default set aside.—Extract from minutes of November 5th, 1877.

CITIZENS' BANK OF LA. *vs.* CRESCENT CITY NAT'L BANK. } No. 7765.

On motion of Rouse and Grant, attorneys for defendant, and upon their filing the defendant's answer herein, it is ordered that the default herein entered on the 23d day of June, 1877, be set aside.

Answer.—Filed Nov'r 5th, 1877.

U. S. cir. court, dist. of La.

CITIZENS' BANK OF LA. *vs.* CRESCENT CITY NAT'L BANK. } No. 7765.

And now comes said defendant, the Crescent City National Bank of New Orleans, whereof Frank F. Case is receiver, and reserving all benefit of the exceptions hereinbefore filed, and renewing the same, for an-

swer to plaintiff's petition admits that said defendant bank
12 suspended as alleged, and that said Case is receiver thereof, and denies all and singular the allegations of said petition, except as above admitted.

Wherefore defendant prays that pl'ff's demand be rejected with costs.

(Signed) ROUSE & GRANT,
Att'ys for Def't.

Verdict.—Extract from the minutes, April term, 1878.

NEW ORLEANS, *Friday, May 31st,* 1878.

Court met pursuant to adjournment. Present, Hon. Edward C. Billings, district judge.

CITIZENS' BANK OF LOUISIANA
vs.
FRANK F. CASE, REC'R, &C. } No. 7765.

The trial of this case was this day resumed, and after receiving a charge from the court the jury retired to consider on their verdict; after due deliberation they returned into court and delivered the following verdict, to wit:

NEW ORLEANS, *May* 31, '78.

We, the jury, find a verdict for the plaintiff, the Citizens' Bank of Louisiana, and against the defendant, Frank F. Case, receiver of
13 the Crescent City National Bank, for the sum of four thousand dollars, with interest at the rate of 5 % from 6th day of March, 1873.

(Signed) H. M. ISAACSON,
Foreman.

Whereupon it was ordered that the verdict be recorded.

Bill of exceptions.—Filed May 31st, 1878.

In United States circuit court, dist. of La.

CITIZENS' BANK OF LA.
vs.
FRANK F. CASE, RECEIVER OF THE CRESCENT CITY NATIONAL BANK. } No. 7765.

Be it remembered that on the trial of this cause, and after evidence had been introduced showing that the plaintiff was pledgee of the stock of the Crescent City National Bank and of the Crescent City Bank described in said plaintiff's petition, of which stock M. A. de Lizardi & Co. and M. A. de Lizardi were the respective owners and pledgors, and that some time in March, 1873, the plaintiff's cashier made application to the cashier of the Crescent City National Bank to transfer said stock on the books thereof, which transfer said cashier refused to
14 make, because the said pledgors and owners, the drawees of the note, M. A. de Lizardi & Co. were indebted to said Crescent City National Bank, and after evidence had been introduced showing that said cashier had no special authority to refuse the transfer so demanded, and that the by-laws of the bank relating to the transfer of stock were as follows:

"SEC. 15. The stock of this bank shall be assignable only on the books of this bank, subject to the provisions and restrictions of the act, and a transfer book shall be kept in which all assignments of stock shall be made. Transfers of stock shall not be suspended preparatory to a declaration of dividends, and except in cases of agreement to the contrary expressed in the assignments, dividends shall be paid to the stockholder in whose name the stock shall stand on the day on which the dividends are declared.

"SECTION 16. Certificates of stock, signed by the president and cashier, may be issued to stockholders, and the certificate shall state upon the face thereof that the stock is transferable only upon the
15 books of the bank, and when stock is transferred the certificates thereof shall be returned to the bank, cancelled, and new certificates issued."

And after evidence had been introduced tending to show that the cashier thereof was the officer by the directors entrusted with the transfer of stock; and the plaintiff having offered in evidence the note secured by the pledge of said stock, but offered no other evidence tending to show that said note was due and unpaid, or that any effort had been made to collect the amount thereof from the maker, or that the maker was insolvent, or that efforts by suit or otherwise to collect the same would be or have been unavailing; and no evidence having been introduced showing or tending to show any interruption or suspension of prescription of the plaintiff's action, and the evidence having been closed, the defendant asked the court to instruct the jury as follows, viz.:

1st. That the defendant is not liable for the refusal of its cashier or other officer to transfer stock, unless he acted in the premises under the authority of the charter or by-laws of the bank, or pursuant to
16 some general or special authority in the premises derived from the corporation through its board of directors.

But the court refused so to instruct the jury as prayed by the defendant, but instructed them as follows, viz:

If you find that a person representing the plaintiff, having in his possession the certificates of shares, went to the Crescent City National Bank during the ordinary hours of business, and there found the cashier of said bank, and that he was the officer to whom the directory of the bank had by custom entrusted the matter of making transfers of stock, and that of him he demanded the transfer, at the same time offering to deliver up the old certificates, and that the cashier refused to allow the transfer upon the ground of De Lizardi's indebtedness to the Crescent City National Bank, then I instruct you that such refusal was the refusal of the bank.

To which refusal to instruct the jury as prayed, and to the in-
17 struction given as aforesaid, the defendant then and there excepted and still excepts.

That then and there the defendant prayed the court to instruct the jury as follows, viz:

2d. That this action is one arising ex delicto, and is prescribed by one year, and unless an interruption of prescription has been shown by evidence there must be a verdict for the defendant; which instruction the court refused to give to the jury, and charged the jury that this plea of prescription had been overruled by Judge Woods, and that this court concurred with Judge Woods that this action was ex contractu; to which refusal to charge as requested, and to the charge aforesaid given, the defendant then and there excepted and still excepts.

And thereupon the defendant prayed the court to charge the jury as follows, viz:

3d. That in order to enable the plaintiff to recover, the jury must be satisfied from the evidence that the debt of De Lizardi & Co. to the plaintiff is still due and unpaid, and if this has not been established, the jury must find for the defendant; which instruction the
18 court gave with the remark that the only evidence upon that point was the production of the note itself.

And thereupon the defendant asked the court to instruct the jury as follows:

4th. That the plaintiff having alleged that it had only a privilege on the stock of the defendant, as pledgee, no right of action accrued to the plaintiff for the refusal of the defendant's officers to transfer the same, but such right of action, if any, accrued to De Lizardi and De Lizardi & Co., the owners thereof.

5th. That unless the plaintiff has shown by evidence that De Lizardi & Co. are insolvent, or that the plaintiff has made diligent and unavailing efforts to collect its debt, it can recover only nominal damages.

Each of which instructions the court refused to give to the jury, but instructed them that the possession of the certificates of stock with power of attorney to transfer the same gave the plaintiffs a right of action for the refusal of the transfer; to which refusal to instruct the jury
19 as prayed and to the instructions as given the defendant then and there excepted and still excepts, and prays the court to sign this his bill of exceptions, which is done accordingly.

New Orleans, May 31st, 1878.

(Signed) EDWARD C. BILLINGS,
Judge.

Rule for a new trial.—Entered and filed June 4th, 1878.

U. S. circuit court dist. of La.

CITIZENS' BANK OF LA.
vs.
FRANK F. CASE, REC'R, &C. } No. 7765.

On motion of Rouse & Grant, att'ys for defendant, it is ordered that the plaintiff herein show cause on Saturday June 15th, 1878, why the verdict of the jury herein should not be set aside, and a new trial granted upon these grounds, viz:

1st. That the verdict is contrary to the law and the evidence.

2d. That the court erred in instructing the jury upon the trial of the cause.

3d. That the court erred in refusing to instruct the jury upon the trial of the cause as requested by the defendant.

(Signed) ROUSE & GRANT,
Atty's for Def't.

20, 21 *Order, new trial refused.—Extract from minutes of June 15th*, 1878.

CITIZENS' BANK OF LA.,
vs.
F. F. CASE, REC'R, &C. } No. 7765.

The rule for a new trial was called and submitted without argument,

and thereupon it was ordered by the court, that the rule be dismissed, and a new trial refused with costs.

Judgment.—Extract from judgment-book, April term, 1878.

NEW ORLEANS, *Monday, June 3d*, 1878.

Court met pursuant to adjournment; present, Hon. Edward C. Billings, district judge.

CITIZEN'S BANK OF LOUISIANA
vs.
CRESCENT CITY NATIONAL BANK, FRANK F. CASE, receiver. } No. 7765.

By reason of the verdict, and in accordance therewith, it is ordered, adjudged, and decreed that the plaintiff, the Citizen's Bank of Louisiana, do have and recover from the defendant, the Crescent City
22 National Bank, Frank F. Case, receiver, four thousand dollars, with interest at the rate of five per centum per annum, from the sixth day of March, 1873, until paid, and costs of suit; and that said Frank F. Case, receiver, do recognize the said Citizen's Bank of Louisiana as a creditor of said Crescent City National Bank, for said sum of four thousand dollars, and interest and costs as aforesaid.

2d. And that he do pay the same, or certify the same to the comptroller to be paid in due course of administration; the said Citizen's Bank of Louisiana to receive before further payment to creditors, its due proportion of dividends, pro rata, with those already paid to the creditors of the said Crescent City National Bank.

Judgment rendered June 3d, 1878.

Judgment signed June 17th, 1878.

(Signed) EDWARD C. BILLINGS,
Judge.

Motion and order for writ of error.—Extract from minutes of June 20th 1878.

CITIZEN'S BANK OF LOUISIANA
vs.
F. F. CASE, RECEIVER, &C., OF THE CRESCENT CITY NATIONAL BANK. } No. 7765.

23 On motion of Rouse and Grant, attorneys for the defendant in this case, suggesting that he believes there is error in the judgment herein rendered against him on the 3d day of June, 1878. It is ordered that he be allowed a writ of error in said cause, returnable to the Supreme Court of the United States, on the first day of the next term thereof, upon said defendant, executing and delivering a bond with solvent surety for costs in the sum of two hundred and fifty dollars, conditioned as the law directs.

Bond for writ of error.—Filed June 20th, 1878.

Know all men by these presents that we, Frank F. Case, receiver of the Crescent City National Bank of New Orleans, as principal, and J. D. Rouse, as surety, are held and firmly bound unto the Citizen's Bank of Louisiana, in the full and just sum of two hundred and fifty dollars, to

be paid to the said Citizen's Bank of Louisiana, or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this 20th day of June, in the
24 year of our Lord one thousand eight hundred and seventy-eight

Whereas lately at a circuit court of the United States, fifth judicial circuit holding sessions in and for the district of Louisiana, in a suit depending in said circuit court, wherein the Citizens' Bank of Louisiana is plaintiff, and Frank S. Case as receiver of the Crescent City National Bank of New Orleans is defendant, judgment was rendered against the said defendant, and the said defendant having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court to reverse the judgment in the aforesaid suit, and a citation directed to the said Citizen's Bank of Louisiana, citing and admonishing it to be and appear at a Supreme Court of the United States to be holden at Washington the 2d Monday of October next.

Now the condition of the above obligation is such, that if the said Frank F. Case, receiver of the Crescent City National Bank of New Orleans, shall prosecute his writ to effect, and answer costs if he fail to make his plea good, then the above obligation to be void, else to
25 remain in full force and virtue.

(Signed) F. F. CASE, [L. S.]
Receiver of Crescent City Nat'l Bank.

(Signed) J. D. ROUSE, [L. S.]

Approved,
(Signed) EDWARD C. BILLINGS,
Judge.

26 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis Woolfley, clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify that the foregoing 24 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had on the trial of the case of the Citizens' Bank of Louisiana versus Frank F. Case, receiver of the Crescent City National Bank, No. 7765, of the docket of said court.

Witness my hand and seal of said court, at the city of New Orleans, this 5 day of August, A. D. 1878,

(Eighteen (18) words erased, approved before signing.)

[SEAL.] F. A. WOOLFLEY,
Clerk.

I, Edward C. Billings, United States judge for the district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand, at the city of New Orleans, in said district, this 5th day of August, A. D. 1878.

EDWARD C. BILLINGS,
Judge.

27 UNITED STATES OF AMERICA, *ss:*

The President of the United States to the honorable the judges of the circuit court of the United States in and for the fifth circuit, and holding sessions for the district of Louisiana, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, or some of you, between The Citizens' Bank of Louisiana and Frank F. Case, receiver of the Crescent City National Bank of New Orleans, a manifest error hath happened, to the great damage of the said Frank F. Case, receiver of the Crescent City National Bank of New Orleans, as by his complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the said Supreme Court of the United States, this 20th day of June, in the year of our Lord one thousand eight hundred and seventy eight.

[SEAL.] F. A. WOOLFLEY,
Clerk of the United States Circuit Court
for the District of Louisiana.

(Indorsed:) United States court. No. 7765. Frank F. Case, receiver, &c., plaintiff in error, versus The Citizens' Bank of Louisiana, defendant in error. Writ of error. Filed June 20th, 1878. F. B. Vinot, d'y cl'k.

28 THE UNITED STATES OF AMERICA:

Circuit court of the United States, district of Louisiana.

The President of the United States to the Citizens' Bank of Louisiana, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein Frank F. Case, receiver of the Crescent City National Bank of New Orleans, is plaintiff in error, and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 20th day of June, in the year of our Lord one thousand eight hundred and seventy-eight.

EDWARD C. BILLINGS, *Judge.*

29 (Indorsed:) United States circuit court. No. 7765. Frank F. Case, receiver, &c., plaintiff in error, vs. The Citizens' Bank of Louisiana, defendant in error. Citation.

Marshal's return.

Received Jun. 21, 1878, by the U. S. marshal, and on the 22d day of June, 1878, served a true copy of the within citation on the Citizens' Bank of Louisiana, defendant in error herein, through its president, E. L. Carriere, by handing the same to him in person in the city of New Orleans.

W. G. ELLIOTT,
D'y U. S. Marshal.

On this day of June, 1878, personally appeared before me William G. Elliott, a deputy U. S. marshal for the district of Louisiana, and makes oath that he served a copy of the within citation on the Citizens' Bank of Louisiana thro' its president, E. L. Carriere, as stated in his official return hereon.

W. G. ELLIOTT.

Sworn to and subscribed before me this 24 day of June, 1878.

F. B. VINOT,
U. S. Comm'r.

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